

Certification Package

SOLICITATION **SP0600-96-R-0148**

THE ENCLOSED SOLICITATION COVERS THE PERIOD
THROUGH

01 April 1997
31 March 1998

INSTRUCTIONS

1. The original and one copy of this certification package must be returned to this office as your offer. All documents to be completed and returned are contained in this Certification Package:

- ☒ Standard Form 1449
- ☒ All applicable fill-in, new and revised clauses
- ☒ DFSC Form 4.23, Authorization and Mine Description
- ☒ Contractor Past Performance Data Sheet
- ☒ Material Safety Data Sheet

2. Be sure to check your offered prices in Section B for accuracy and legibility prior to submission. Initial all changes, and sign and date the Standard Form 1449 in ink.

3. If you are submitting your offer by facsimile, please limit your facsimile transmission to the contents of this Certification Package.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SC0600-96-0008		PAGE 1 OF 65	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-96-R-0148	
6. SOLICITATION ISSUE DATE 30 Sep 96		7. FOR SOLICITATION INFORMATION CALL: <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block; vertical-align: middle;"></div>		a. NAME Dave Stephens		b. TELEPHONE NUMBER (no collect calls) (703) 767-8531 FAX: (703) 767-8506	
8. OFFER DUE DATE/LOCAL TIME 30 Oct 96/3:00PM		9. ISSUED BY DFSC-AC (Dave Stephens) Defense Fuel Supply Center 8725 John J. Kingman Road, Suite 4950 Fort Belvoir, VA 22060-6222 Phone: (703) 767-8531		CODE		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) SIC: 5052 SIZE STANDARD: 500	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. DELIVER TO CODE		16. ADMINISTERED BY CODE		17a. CONTRACTOR/OFFEROR BIDDER CODE	
18. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES SEE DFSC Forms 6.37 - Schedule of Supplies (Attach additional Sheets as Necessary)		21. QUANTITY	
22. UNIT		23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA	
26. TOTAL AWARD AMOUNT (For Govt. Use Only)		27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-3. FAR 52.212-4 AND 52.212-5. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED. *SCHEDULE OF SUPPLIES AND SOLICITATION CLAUSES ARE ATTACHED.		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	
29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____.		30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (Signature of Contracting Officer)		30b. NAME AND TITLE OF SIGNER (Type or Print)	
30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED		32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED	
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE	
36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER		38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	
40. PAID BY		42a. RECEIVED BY (Print)		41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	
42b. RECEIVED AT (Location)		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		41c. DATE	

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SECTION B
SCHEDULE OF SUPPLIES

SP0600-96-R-0148

(This is alternate of
Line Item No. N/A.)
LINE ITEM NO. 0001

REQUISITION/DATE: SCO600-96-0008 dtd 22 Jul 96

INSTALLATION: Anniston Army Depot, Anniston, AL 36201

RAILHEAD AND SERVING

RAILROAD, if applicable: N/A

TRANSPORTATION EQUIPMENT FOR THIS ITEM: Truck

OFFERED PRICES SHALL BE PER NET TON: Delivered to destination and unloaded as directed.* No more than ten loads daily.

COAL SIZE: 1 1/4" X 1/4", WASHED FOR ALL DELIVERIES

MINIMUM SPECIFICATIONS QUALITY REQUIRED:

Moisture, as received	% Max <u>7.0</u>	B.T.U., dry	Min <u>13,800</u>
Volatile Matter, dry	% Max <u>40.0</u> Min. <u>30.0</u>	A.S.T., degrees F	Min <u>2,600</u>
Ash, dry	% Max <u>6.0</u>	F.S.I.	Max <u>5.0</u>
Sulfur, dry	% Max <u>2.0</u>	Hardgrove Grind.	

Screen Size:		Max. % Retained On	Max. % Passing Through
<u>1 1/4"</u>	R.H. Screen	<u>5.0%</u>	
<u>1/4"</u>	R.H. Screen		<u>10.0%</u>

TOTAL ESTIMATED REQUIREMENT (NET TONS): 7,000

ADDITIONAL QUANTITY RESERVED, if applicable (NET TONS): N/A

NOTE: Offerors are solicited only for the unreserved quantity. As stated in Clause L21.02, if the reservation does not result in a contract with the Small Business Administration, this item will be negotiated with the applicable Administration, this item will be negotiated with the applicable bidders under this solicitation in accordance with the provisions of the clause. Monthly requirements for the reserved quantity will be approximately the same as the estimated monthly requirements below.

ESTIMATED MONTHLY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS):				1997	JAN	FEB	MAR	APR	2,000
MAY	2,000	JUN	2,000	JUL	1,000	AUG	SEP	OCT	NOV
DEC	1998	JAN	FEB	MAR	APR	MAY			
JUN	JUL	AUG	SEP	OCT	NOV	DEC			

MAXIMUM QUANTITY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS): 7,000

CONTRACTOR SHALL NOT BE REQUIRED TO MAKE ANY DELIVERIES UNDER THIS ITEM AFTER: 30 April 1998

MAXIMUM ORDER THIS ITEM (NET TONS): 2000 per month.

NOTE: See Clause I86.02 DELIVERY ORDER LIMITATIONS.

I211(F) ORDERING (APR 1984)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 April 1997 through 31 March 1998.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mail, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the schedule. (FAR 52.216-18)

THE FOLLOWING SPACE IS RESERVED FOR DFSC USE.

HANDLING COSTS, if applicable (PER NET TON): Rail : \$ _____ Truck: \$ _____

* **Acceptable hours of delivery, Monday through Thursday, except holidays, from 7:00 AM- 11:30AM and 12:30 PM - 2:00 PM Central Standard Time.**

DFSC Form 6.37-S, FEB 91
(Supersedes JUN 89 Edition)

ANNISTON AD, AL

SECTION B
SCHEDULE (TRUCK)

SP0600-96-R-0148

LINE ITEM **0001**(THIS IS ALTERNATE OF
LINE ITEM N/A)THIS PORTION IS TO BE COMPLETED BY OFFEROR.
USE A SEPARATE SHEET FOR EACH MINE OFFERED.

OFFEROR'S NAME: _____.

OFFEROR OFFERS: _____ TONS AT \$ _____ PER NET TON TRUCK-DELIVERED AT
(total tons offered) DESTINATION

OTHER COSTS, if any: \$ _____ (IDENTIFY _____)

COAL SIZE _____.

OFFEROR GUARANTEES THE FOLLOWING ANALYSIS FOR THIS ITEM

Moisture as received	% Max	_____	RT II dry	Min	_____
Volatile Matter dry	% Max	_____	AST	degrees F	Min
Ash dry	% Max	_____	FSI	Max	_____
Sulfur dry	% Max	_____	Hardgrove Grind		_____

Screen Size	Max. % Retained On	Max. % Passing Through
_____ R H Screen	_____	_____
_____ R H Screen	_____	_____

NAME OF MINE/ STATE PERMIT NO.	TYPE	SEAM	TIPPLE/LOCATION	LABORATORY/LOCATION	SHIPPING POINT/RR
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FOR DFSC USE ONLY
DOE DATA:

() TIPPLE
() SAMPLES _____
M: _____
V: _____
A: _____
S: _____
BTU: _____
AST: _____
FSI: _____
HG: _____

RAIL FREIGHT RATE PER NET TON AND TARIFF AUTHORITY:

THE FOLLOWING SPACE IS RESERVED FOR DFSC USE. OFFERORS: PLEASE DO NOT WRITE BELOW THIS LINE.

100%	1.00	FOB DEST.	\$.	() RESP
M%	- 0.	FP/OT FAC	+ \$.	()
NONRESP	_____			

DRY, BTU	() REJ _____
----------	---------------

x _____	HAND/ADM	+ \$ _____.	LB/SB _____	LSA GROUP _____
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ARBTU	TOTAL	\$ _____.
(rounded) x 2,000	(rounded) x 100	

(A) _____ (B) _____

(A) =
(B) =====
ARBTU PER 1¢ DEST._____
Calculated By (Signature)_____
Verified By (Signature)DFSC 6.37-T, Jun 87
(Supersedes Nov 83 Edition)

FOR DFSC-OT DIVISION USE

SECTION B
SCHEDULE OF SUPPLIES

SP0600-96-R-0148

(This is alternate of
Line Item No. N/A)
LINE ITEM NO. 0002 .

REQUISITION/DATE: SCO600-96-0008 dtd 22 Jul 96

INSTALLATION: Naval Submarine Base, Kings Bay, GA 31547 .

RAILHEAD AND SERVING

RAILROAD, if applicable: Kings Bay, GA/ St. Mary's Railroad .

TRANSPORTATION EQUIPMENT FOR THIS ITEM: Hopper Bottom Railcars .

OFFERED PRICES SHALL BE PER NET TON: FOB Railcars at Mine or Destination.

COAL SIZE: 1 1/2" X 1/2"

MINIMUM SPECIFICATIONS QUALITY REQUIRED:

Moisture, as received	% Max <u>7.0</u>	B.T.U., dry	Min <u>12,500</u>
Volatile Matter, dry	% Max <u>38.0</u> Min. <u>28.0</u>	A.S.T., degrees F	Min <u>2,500</u>
Ash, dry	% Max <u>9.0</u>	F.S.I.	
Sulfur, dry	% Max <u>0.95</u>	Hardgrove Grind.	

Screen Size:		Max. % Retained On	Max. % Passing Through
<u>1 1/2"</u>	R.H. Screen	<u>5.0%</u>	
<u>1/2"</u>	R.H. Screen		<u>20.0%</u>

TOTAL ESTIMATED REQUIREMENT (NET TONS): 2,500 .

ADDITIONAL QUANTITY RESERVED, if applicable (NET TONS): N/A .

NOTE: Offerors are solicited only for the unreserved quantity. As stated in Clause L21.02, if the reservation does not result in a contract with the Small Business Administration, this item will be negotiated with the applicable Administration, this item will be negotiated with the applicable bidders under this solicitation in accordance with the provisions of the clause. Monthly requirements for the reserved quantity will be approximately the same as the estimated monthly requirements below.

ESTIMATED MONTHLY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS):							
	1997	JAN	FEB	MAR	APR	1,000	
MAY	JUN	JUL	1,000	AUG	SEP	500	OCT
NOV	DEC	1998	JAN	FEB	MAR	APR	MAY
JUN	JUL	AUG	SEP	OCT	NOV	DEC	

MAXIMUM QUANTITY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS): 2,500

CONTRACTOR SHALL NOT BE REQUIRED TO MAKE ANY DELIVERIES UNDER THIS ITEM AFTER: 30 April 1998

MAXIMUM ORDER THIS ITEM (NET TONS): 2,400 per month.

NOTE: See Clause I86.02 DELIVERY ORDER LIMITATIONS.

I211(F) ORDERING (APR 1984)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 April 1997 through 31 March 1998.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mail, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the schedule. (FAR 52.216-18)

THE FOLLOWING SPACE IS RESERVED FOR DFSC USE.

HANDLING COSTS, if applicable (PER NET TON): Rail : \$ _____ Truck: \$ _____

DFSC Form 6.37-S, FEB 91
(Supersedes JUN 89 Edition)

NAVAL SUBMARINE BASE, KINGS BAY, GA

SECTION B SCHEDULE (RAIL) (F.O.B. RAILCARS AT MINE AND/OR DESTINATION)

SP0600-96-R-0148
LINE ITEM **0002**
(THIS IS ALTERNATE OF
LINE ITEM N/A)

THIS PORTION IS TO BE COMPLETED BY OFFEROR.
USE A SEPARATE SHEET FOR EACH MINE OFFERED.

OFFEROR'S NAME: _____ OFFEROR OFFERS: _____ TONS,
(Total tons offered)

AT \$ _____ NET TON FOB RAILCARS AT MINE.

AT \$ _____ NET TON FOB RAILCARS AT DESTINATION.

OTHER COSTS, if any: \$ _____ (IDENTIFY _____)

COAL SIZE _____.

OFFEROR GUARANTEES THE FOLLOWING ANALYSIS FOR THIS ITEM

Moisture as received	% Max	_____	R T U dry	Min	_____
Volatiles Matter dry	% Max	_____	Δ S T degrees F	Min	_____
Ash dry	% Max	_____	FSI		_____
Sulfur dry	% Max	_____	Hardgrove Grind		_____

Screen Size	Max. % Retained On	Max. % Passing Through
_____ R H Screen	_____	_____
_____ R H Screen	_____	_____

NAME OF MINE	STATE PERMIT NO.	TYPE	SEAM	TIPPLE/LOCATION	LABORATORY/LOCATION	SHIPPING POINT/RR
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FOR DFSC USE ONLY
DOE DATA:

() TIPPLE

() SAMPLES _____

M: _____

V: _____

A: _____

S: _____

BTU: _____

AST: _____

FSI: _____

HG: _____

RAIL FREIGHT RATE PER NET TON AND TARIFF AUTHORITY:

THE FOLLOWING SPACE IS RESERVED FOR DFSC USE. OFFERORS: PLEASE DO NOT WRITE BELOW THIS LINE.

100%	1.00	FOB MINE	\$.	() RESP
M%	- 0.	FREIGHT	+ \$.	()
NONRESP	_____			
DRY, BTU		FOB RAIL DEST.	\$.	() REJ _____
x _____		FP/OT FAC	+ \$.	LB/SB _____ LSA GROUP _____
ARBTU		HAND/ADM	+ \$ _____.	FOR DFSC-OT DIVISION USE
(rounded) x 2,000		TOTAL	\$ _____.	
(A) _____		(rounded) x 100	_____	
(B) _____			_____	
(A) =				
(B) =====				
ARBTU PER 1¢ DEST.				

Calculated By (Signature)

Verified By (Signature)

DFSC 6.37-R, Jun 87
(Supersedes Nov 83 Edition)

SECTION B
SCHEDULE OF SUPPLIES

SP0600-96-R-0148

(This is alternate of
Line Item No. N/A)
LINE ITEM NO. 0003

REQUISITION/DATE: SCO600-96-0008 dtd 22 Jul 96

INSTALLATION: Marine Corps Base, Camp Lejeune, NC 28542-5001

RAILHEAD AND SERVING

RAILROAD, if applicable: Camp Lejeune, NC/ Norfolk-Southern and Seaboard Railroad

TRANSPORTATION EQUIPMENT FOR THIS ITEM: Hopper Bottom Railcars

OFFERED PRICES SHALL BE PER NET TON: FOB Railcars at Mine or Destination.

COAL SIZE: 1 1/2" X 1/4"

MINIMUM SPECIFICATIONS QUALITY REQUIRED:

Moisture, as received	% Max <u>8.0</u>	B.T.U., dry	Min <u>12,800</u>
Volatile Matter, dry	% Max <u>38.0</u> Min. <u>28.0</u>	A.S.T., degrees F	
Ash, dry	% Max <u>10.0</u>	F.S.I.	
Sulfur, dry	% Max <u>1.3</u>	Hardgrove Grind.	Min <u>50.0</u> Max. <u>70.0</u>

Screen Size:		Max. % Retained On	Max. % Passing Through
<u>1 1/2"</u>	R.H. Screen	<u>5.0%</u>	
<u>1/4"</u>	R.H. Screen		<u>15.0%</u>

TOTAL ESTIMATED REQUIREMENT (NET TONS): 19,000

ADDITIONAL QUANTITY RESERVED, if applicable (NET TONS): See Clause L21.02

NOTE: Offerors are solicited only for the unreserved quantity. As stated in Clause L21.02, if the reservation does not result in a contract with the Small Business Administration, this item will be negotiated with the applicable Administration, this item will be negotiated with the applicable bidders under this solicitation in accordance with the provisions of the clause. Monthly requirements for the reserved quantity will be approximately the same as the estimated monthly requirements below.

ESTIMATED MONTHLY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS):				1997	JAN	FEB	MAR	APR	1,250				
MAY	1,208	JUN	1,091	JUL	1,064	AUG	1,141	SEP	1,037	OCT	1,018	NOV	1,679
DEC	2,533	1998	JAN	2,806	FEB	2,312	MAR	1,861	APR		MAY		
JUN		JUL		AUG		SEP		OCT		NOV		DEC	

MAXIMUM QUANTITY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS): 19,000

CONTRACTOR SHALL NOT BE REQUIRED TO MAKE ANY DELIVERIES UNDER THIS ITEM AFTER: 30 April 1997

MAXIMUM ORDER THIS ITEM (NET TONS): 5,611 per month.

NOTE: See Clause I86.02 DELIVERY ORDER LIMITATIONS.

I211(F) ORDERING (APR 1984)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 April 1996 through 31 March 1997.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mail, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the schedule. (FAR 52.216-18)

THE FOLLOWING SPACE IS RESERVED FOR DFSC USE.

HANDLING COSTS, if applicable (PER NET TON): Rail : \$ _____ Truck: \$ _____

DFSC Form 6.37-S, FEB 91
(Supersedes JUN 89 Edition)

MCB, CAMP LEJEUNE, NC

SECTION B SCHEDULE (RAIL) (F.O.B. RAILCARS AT MINE AND/OR DESTINATION)

SP0600-96-R-0148
LINE ITEM **0003**
(THIS IS ALTERNATE OF
LINE ITEM **N/A**)

THIS PORTION IS TO BE COMPLETED BY OFFEROR.
USE A SEPARATE SHEET FOR EACH MINE OFFERED.

OFFEROR'S NAME: _____ OFFEROR OFFERS: _____ TONS,
(Total tons offered)

AT \$ _____ NET TON FOB RAILCARS AT MINE.

AT \$ _____ NET TON FOB RAILCARS AT DESTINATION.

OTHER COSTS, if any: \$ _____ (IDENTIFY _____)

COAL SIZE _____.

OFFEROR GUARANTEES THE FOLLOWING ANALYSIS FOR THIS ITEM

Moisture as received	% Max	_____	R T U dry	Min	_____
Volatiles Matter dry	% Max	_____	A S T degrees F		_____
Ash dry	% Max	_____	F S I		_____
Sulfur dry	% Max	_____	Hardgrove Grind	Min	Max

Screen Size	Max. % Retained On	Max. % Passing Through
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_____ R H Screen	_____	_____
_____ R H Screen	_____	_____

NAME OF MINE	STATE PERMIT NO.	TYPE	SEAM	TIPPLE/LOCATION	LABORATORY/LOCATION	SHIPPING POINT/RR
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FOR DFSC USE ONLY
DOE DATA:

() TIPPLE

() SAMPLES _____

M: _____

V: _____

A: _____

S: _____

BTU: _____

AST: _____

FSI: _____

HG: _____

RAIL FREIGHT RATE PER NET TON AND TARIFF AUTHORITY:

THE FOLLOWING SPACE IS RESERVED FOR DFSC USE. OFFERORS: PLEASE DO NOT WRITE BELOW THIS LINE.

100%	1.00	FOB MINE	\$.	() RESP
M%	- 0.	FREIGHT	+ \$.	()
NONRESP	_____			
DRY, BTU		FOB RAIL DEST.	\$.	() REJ _____
x _____		FP/OT FAC	+ \$.	LB/SB _____ LSA GROUP _____
ARBTU		HAND/ADM	+ \$ _____.	FOR DFSC-OT DIVISION USE
(rounded) x 2,000		TOTAL	\$ _____.	
(A) _____		(rounded) x 100	_____	
(A) =		(B) _____		
(B) =	=====			
ARBTU PER 1¢ DEST.				

Calculated By (Signature)

Verified By (Signature)

DFSC 6.37-R, Jun 87
(Supersedes Nov 83 Edition)

SECTION B
SCHEDULE OF SUPPLIES

SP0600-96-R-0148

(This is alternate of
Line Item No. N/A)
LINE ITEM NO. 0004

REQUISITION/DATE: SCO600-96-0008 dtd 22 Jul 96

INSTALLATION: Marine Corps Air Station, Cherry Point, NC 28533-5040

RAILHEAD AND SERVING

RAILROAD, if applicable: MCAS, Cherry Point, NC/ Norfolk-Southern Railroad

TRANSPORTATION EQUIPMENT FOR THIS ITEM: Hopper Bottom Railcars. Maximum daily delivery is five 100 ton cars per day or seven 70 ton cars per day, unloading Monday through Friday.

OFFERED PRICES SHALL BE PER NET TON: FOB Railcars at Mine or at Destination.

COAL SIZE: 1 1/4" X 1/4"

MINIMUM SPECIFICATIONS QUALITY REQUIRED:

Moisture, as received	% Max <u>4.5</u>	B.T.U., dry	Min <u>13,000</u>
Volatile Matter, dry	% Min <u>32.0</u> Max <u>40.0</u>	A.S.T., degrees F	Min <u>2,700</u>
Ash, dry	% Max <u>10.0</u>	F.S.I.	
Sulfur, dry	% Max <u>1.1</u>	Hardgrove Grind.	

Screen Size:		Max. % Retained On	Max. % Passing Through
<u>1 1/4"</u>	R.H. Screen	<u>5.0%</u>	
<u>1/4"</u>	R.H. Screen		<u>12.0%</u>

TOTAL ESTIMATED REQUIREMENT (NET TONS): 11,500

ADDITIONAL QUANTITY RESERVED, if applicable (NET TONS): See Clause L21.02

NOTE: Offerors are solicited only for the unreserved quantity. As stated in Clause L21.02, if the reservation does not result in a contract with the Small Business Administration, this item will be negotiated with the applicable Administration, this item will be negotiated with the applicable bidders under this solicitation in accordance with the provisions of the clause. Monthly requirements for the reserved quantity will be approximately the same as the estimated monthly requirements below.

ESTIMATED MONTHLY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS):									
	1997	JAN	FEB	MAR	APR	1,000			
MAY	900	JUN	750	JUL	750	AUG	850	SEP	1,000
OCT	1,000	NOV	1,100	DEC		1998	JAN	1,250	FEB
MAR	1,000	APR		MAY		JUN		JUL	
AUG		SEP		OCT		NOV		DEC	

MAXIMUM QUANTITY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS): 11,500

CONTRACTOR SHALL NOT BE REQUIRED TO MAKE ANY DELIVERIES UNDER THIS ITEM AFTER: 30 April 1998

MAXIMUM ORDER THIS ITEM (NET TONS): 2,500 per month.

NOTE: See Clause 186.02 DELIVERY ORDER LIMITATIONS.

I211(F) ORDERING (APR 1984)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 April 1997 through 31 March 1998.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mail, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the schedule. (FAR 52.216-18)

THE FOLLOWING SPACE IS RESERVED FOR DFSC USE.

HANDLING COSTS, if applicable (PER NET TON): Rail : \$ _____ Truck: \$ _____

DFSC Form 6.37-S, FEB 91
(Supersedes JUN 89 Edition)

MCAS, CHERRY POINT, NC

SECTION B
SCHEDULE (RAIL)
(F.O.B. RAILCARS AT MINE AND/OR DESTINATION)

SP0600-96-R-00148
LINE ITEM **0004**
(THIS IS ALTERNATE OF
LINE ITEM **N/A**)

THIS PORTION IS TO BE COMPLETED BY OFFEROR.
USE A SEPARATE SHEET FOR EACH MINE OFFERED.

OFFEROR'S NAME: _____ OFFEROR OFFERS: _____ TONS,
(Total tons offered)

AT \$ _____ NET TON FOB RAILCARS AT MINE.

AT \$ _____ NET TON FOB RAILCARS AT DESTINATION.

OTHER COSTS, if any: \$ _____ (IDENTIFY _____)

COAL SIZE _____.

OFFEROR GUARANTEES THE FOLLOWING ANALYSIS FOR THIS ITEM

Moisture as received	% Max	_____	RTU dry	Min	_____
Volatile Matter dry	% Min	_____	AST degrees F	Min	_____
Ash dry	% Max	_____	FSI		_____
Sulfur dry	% Max	_____	Hardgrove Grind		_____

Screen Size	Max. % Retained On	Max. % Passing Through
-------------	--------------------	------------------------

_____ R H Screen	_____	_____
_____ R H Screen	_____	_____

NAME OF MINE	STATE PERMIT NO.	TYPE	SEAM	TIPPLE/LOCATION	LABORATORY/LOCATION	SHIPPING POINT/RR
--------------	------------------	------	------	-----------------	---------------------	-------------------

FOR DFSC USE ONLY
DOE DATA:

() TIPPLE

() SAMPLES _____

M: _____

V: _____

A: _____

S: _____

BTU: _____

AST: _____

FSI: _____

HG: _____

RAIL FREIGHT RATE PER NET TON AND TARIFF AUTHORITY:

THE FOLLOWING SPACE IS RESERVED FOR DFSC USE. OFFERORS: PLEASE DO NOT WRITE BELOW THIS LINE.

100%	1.00	FOB MINE	\$.	() RESP
M%	- 0.	FREIGHT	+ \$.	()
NONRESP	_____			

DRY, BTU	FOB RAIL DEST.	\$.	() REJ _____
x _____	FP/OT FAC	+ \$.	LB/SB _____ LSA GROUP _____

ARBTU	HAND/ADM	+ \$ _____.
(rounded) x 2,000	TOTAL	\$ _____.
(A) _____	(rounded) x 100	_____
	(B) _____	

(A) =
(B) =====
ARBTU PER 1¢ DEST.

Calculated By (Signature)

Verified By (Signature)

DFSC 6.37-R, Jun 87
(Supersedes Nov 83 Edition)

SECTION B
SCHEDULE OF SUPPLIES

SP0600-96-R-0148

(This is alternate of
Line Item No. N/A)
LINE ITEM NO. 0005

REQUISITION/DATE: SCO600-96-0008 dtd 22 Jul 96

INSTALLATION: Defense Construction Supply Center, Columbus, OH 43216-5000

RAILHEAD AND SERVING
RAILROAD, if applicable: N/A

TRANSPORTATION EQUIPMENT FOR THIS ITEM: Truck

OFFERED PRICES SHALL BE PER NET TON: Delivered to Destination and unloaded as directed*.

COAL SIZE: 1 1/4" X 1/4"

MINIMUM SPECIFICATIONS QUALITY REQUIRED:

Moisture, as received	% Max <u>6.0</u>	B.T.U., dry	Min <u>13,500</u>
Volatile Matter, dry	% Max <u>40.0</u> Min. <u>30.0</u>	A.S.T., degrees F	Min <u>2,500</u>
Ash, dry	% Max <u>5.5</u>	F.S.I.	Max <u>5.0</u>
Sulfur, dry	% Max <u>0.9</u>	Hardgrove Grind.	

Screen Size:		Max. % Retained On	Max. % Passing Through
<u>1 1/4"</u>	R.H. Screen	<u>5.0%(NTE 1 1/2")</u>	
<u>1/4"</u>	R.H. Screen		<u>15.0%</u>

TOTAL ESTIMATED REQUIREMENT (NET TONS): 6,000

ADDITIONAL QUANTITY RESERVED, if applicable (NET TONS): N/A

NOTE: Offerors are solicited only for the unreserved quantity. As stated in Clause L21.02, if the reservation does not result in a contract with the Small Business Administration, this item will be negotiated with the applicable Administration, this item will be negotiated with the applicable bidders under this solicitation in accordance with the provisions of the clause. Monthly requirements for the reserved quantity will be approximately the same as the estimated monthly requirements below.

ESTIMATED MONTHLY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS):				1997	JAN	FEB	MAR	APR
MAY	JUN	JUL	AUG	SEP	OCT	NOV	1,500	
DEC	1,500	1998	JAN	1,500	FEB	1,500	MAR	APR
JUN	JUL	AUG	SEP	OCT	NOV	DEC		

MAXIMUM QUANTITY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS): 6,000

CONTRACTOR SHALL NOT BE REQUIRED TO MAKE ANY DELIVERIES UNDER THIS ITEM AFTER: 30 April 1998

MAXIMUM ORDER THIS ITEM (NET TONS): 1,750 per month.

NOTE: See Clause I86.02 DELIVERY ORDER LIMITATIONS.

I211(F) ORDERING (APR 1984)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 April 1997 through 31 March 1998.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mail, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the schedule. (FAR 52.216-18)

THE FOLLOWING SPACE IS RESERVED FOR DFSC USE.

HANDLING COSTS, if applicable (PER NET TON): Rail : \$ _____ Truck: \$ _____

* Bidders are urged to ascertain methods and locations of unloading by contacting the official at the using activity at (614) 238-3645, and to arrange for delivery during the first two weeks of each month indicated. Maximum shipment of three 25-ton trucks per day.

Defense Construction Supply Center, Columbus, OH

SECTION B SCHEDULE (TRUCK)

SP0600-96-R-0148
LINE ITEM **0005**
(THIS IS ALTERNATE OF
LINE ITEM **N/A**)

THIS PORTION IS TO BE COMPLETED BY OFFEROR.
USE A SEPARATE SHEET FOR EACH MINE OFFERED.

OFFEROR'S NAME: _____.

OFFEROR OFFERS: _____ TONS AT \$ _____ PER NET TON TRUCK-DELIVERED AT
(total tons offered) DESTINATION

OTHER COSTS, if any: \$ _____ (IDENTIFY _____)

COAL SIZE _____.

OFFEROR GUARANTEES THE FOLLOWING ANALYSIS FOR THIS ITEM

Moisture as received	% Max	_____	RTII dry	Min	_____
Volatiles Matter dry	% Max	Min	AST degrees F	Min	_____
Ash dry	% Max	_____	FSI	Max	_____
Sulfur dry	% Max	_____	Hardgrove Grind		_____

Screen Size	Max. % Retained On	Max. % Passing Through
_____ R H Screen	_____	_____
_____ R H Screen	_____	_____

NAME OF MINE/ STATE PERMIT NO.	TYPE	SEAM	TIPPLE/LOCATION	LABORATORY/LOCATION	SHIPPING POINT/RR
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FOR DFSC USE ONLY DOE DATA:

() TIPPLE
() SAMPLES _____
M: _____
V: _____
A: _____
S: _____
BTU: _____
AST: _____
FSI: _____
HG: _____

RAIL FREIGHT RATE PER NET TON AND TARIFF AUTHORITY:

THE FOLLOWING SPACE IS RESERVED FOR DFSC USE. OFFERORS: PLEASE DO NOT WRITE BELOW THIS LINE.

100%	1.00	FOB DEST.	\$.	() RESP
M%	- 0.	FP/OT FAC	+ \$.	()
NONRESP	_____			

DRY, BTU () REJ _____

x _____ HAND/ADM + \$ _____ LB/SB LSA GROUP _____

ARBTU (rounded) x 2,000 TOTAL \$ _____

(A) _____ (rounded) x 100

(B) _____

(A) =
(B) =====
ARBTU PER 1¢ DEST.

Calculated By (Signature)

Verified By (Signature)

DFSC 6.37-T, Jun 87
(Supersedes Nov 83 Edition)

FOR DFSC-OT DIVISION USE

SECTION B
SCHEDULE OF SUPPLIES

SP0600-96-R-0148

(This is alternate of
Line Item No. N/A.)
LINE ITEM NO. 0006.

REQUISITION/DATE: SCO600-96-0008 dtd 22 Jul 96

INSTALLATION: Lima Army Tank Plant, OH

RAILHEAD AND SERVING

RAILROAD, if applicable: N/A

TRANSPORTATION EQUIPMENT FOR THIS ITEM: Truck

OFFERED PRICES SHALL BE PER NET TON: Delivered to Destination and unloaded as directed*.

COAL SIZE: 1 1/4" X 1/4", Freeze Conditioning is required 01 Oct 97 through 31 Mar 98 (est. 2,000 net tons)*

MINIMUM SPECIFICATIONS QUALITY REQUIRED:

Moisture, as received	% Max <u>6.0</u>	B.T.U., dry	Min <u>13,500</u>
Volatile Matter, dry	% Max <u>40.0</u> Min. <u>30.0</u>	A.S.T., degrees F	Min <u>2,500</u>
Ash, dry	% Max <u>10.0</u> Min. <u>6.0</u>	F.S.I.	Max <u>6.0</u>
Sulfur, dry	% Max <u>0.8</u>	Hardgrove Grind.	

Screen Size:	Max. % Retained On	Max. % Passing Through
<u>1 1/4"</u> R.H. Screen	<u>5.0%</u>	
<u>1/4"</u> R.H. Screen		<u>10.0%</u>

TOTAL ESTIMATED REQUIREMENT (NET TONS): 5,000

ADDITIONAL QUANTITY RESERVED, if applicable (NET TONS): See Clause L21.02

NOTE: Offerors are solicited only for the unreserved quantity. As stated in Clause L21.02, if the reservation does not result in a contract with the Small Business Administration, this item will be negotiated with the applicable Administration, this item will be negotiated with the applicable bidders under this solicitation in accordance with the provisions of the clause. Monthly requirements for the reserved quantity will be approximately the same as the estimated monthly requirements below.

ESTIMATED MONTHLY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS):				1997	JAN	FEB	MAR	APR	1,000
MAY	JUN	JUL	AUG	1,000	SEP	1,000	OCT	1,000	NOV
DEC	1998	JAN	FEB	MAR	1,000	APR	MAY		
JUN	JUL	AUG	SEP	OCT	NOV	DEC			

MAXIMUM QUANTITY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS): 5,000

CONTRACTOR SHALL NOT BE REQUIRED TO MAKE ANY DELIVERIES UNDER THIS ITEM AFTER: 30 April 1998

MAXIMUM ORDER THIS ITEM (NET TONS): 2,000 per month.

NOTE: See Clause I86.02 DELIVERY ORDER LIMITATIONS.

I211(F) ORDERING (APR 1984)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 April 1997 through 31 March 1998.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mail, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the schedule. (FAR 52.216-18)

THE FOLLOWING SPACE IS RESERVED FOR DFSC USE.

HANDLING COSTS, if applicable (PER NET TON): Rail : \$ _____ Truck: \$ _____

* Offerors are urged to ascertain methods and locations of unloading by contacting the official at the using activity at (419) 221-9556. Deliveries are not to exceed ten trucks per day (minimum three trucks on delivery days) nor 30 trucks per week. Trucks are to arrive during normal duty hours (7:00 AM - 2:00 PM). No deliveries on Saturdays, Sundays, or holidays. Trucks must to unload.

Trucks must use certified weight scales prior to delivery.

DFSC Form 6.37-S, FEB 91
(Supersedes JUN 89 Edition)

SECTION B
SCHEDULE (TRUCK)SP0600-96-R-0148
LINE ITEM 0006
(THIS IS ALTERNATE OF
LINE ITEM N/A)THIS PORTION IS TO BE COMPLETED BY OFFEROR.
USE A SEPARATE SHEET FOR EACH MINE OFFERED.

OFFEROR'S NAME: _____.

OFFEROR OFFERS: _____ TONS AT \$ _____ PER NET TON TRUCK-DELIVERED AT
(total tons offered) DESTINATION

OTHER COSTS, if any: \$ _____ (IDENTIFY _____)

COAL SIZE _____.

OFFEROR GUARANTEES THE FOLLOWING ANALYSIS FOR THIS ITEM

Moisture as received	% Max	_____	RTU dry	Min	_____
Volatile Matter dry	% Max	Min	AST degrees F	Min	_____
Ash dry	% Max	Min	FSI	Max	_____
Sulfur dry	% Max	_____	Hardgrove Grind		_____

<u>Screen Size</u>	<u>Max. % Retained On</u>	<u>Max. % Passing Through</u>
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_____ R H Screen	_____	_____
_____ R H Screen	_____	_____

NAME OF MINE/ STATE PERMIT NO.	TYPE	SEAM	TIPPLE/LOCATION	LABORATORY/LOCATION	SHIPPING POINT/RR
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FOR DFSC USE ONLY
DOE DATA:

() TIPPLE

() SAMPLES _____

M: _____

V: _____

A: _____

S: _____

BTU: _____

AST: _____

FSI: _____

HG: _____

RAIL FREIGHT RATE PER NET TON AND TARIFF AUTHORITY:

THE FOLLOWING SPACE IS RESERVED FOR DFSC USE. OFFERORS: PLEASE DO NOT WRITE BELOW THIS LINE.

100% 1.00 FOB DEST. \$. () RESP

M% - 0. FP/OT FAC + \$. ()

NONRESP _____

DRY, BTU () REJ _____

x _____ HAND/ADM + \$ _____

LB/SB _____ LSA GROUP _____

ARBTU (rounded) x 2,000 TOTAL \$ _____

(A) _____ (rounded) x 100

(B) _____

(A) =
(B) =====
ARBTU PER 1¢ DEST._____
Calculated By (Signature)_____
Verified By (Signature)DFSC 6.37-T, Jun 87
(Supersedes Nov 83 Edition)

SECTION B
SCHEDULE OF SUPPLIES

SP0600-96-R-0148

(This is alternate of
Line Item No. N/A.)
LINE ITEM NO. 0007

REQUISITION/DATE: SCO600-96-0008 dtd 22 Jul 96

INSTALLATION: 645 CES/CEOP, Wright-Patterson Air Force Base, Ohio 45433-5000

RAILHEAD AND SERVING

RAILROAD, if applicable: N/A

TRANSPORTATION EQUIPMENT FOR THIS ITEM: Truck

OFFERED PRICES SHALL BE PER NET TON: Delivered to Destination and unloaded as directed. Trucks must be tarped and sealed.*

COAL SIZE: 1 1/4" X 1/4"

MINIMUM SPECIFICATIONS QUALITY REQUIRED:

Moisture, as received	% Max <u>5.0</u>	B.T.U., dry	Min <u>14,000</u>
Volatile Matter, dry	% Max <u>40.0</u> Min. <u>35.0</u>	A.S.T., degrees F	Min <u>2,700(H=1/2 W)</u>
Ash, dry	% Max <u>7.0</u> Min. <u>5.0</u>	base/acid ratio**	% Max <u>0.20</u>
Sulfur, dry	% Max <u>1.3</u> Min. <u>0.85</u>	Fouling Factor**	% Max <u>0.20</u>

Screen Size:		Max. % Retained On	Max. % Passing Through
<u>1 1/4"</u>	R.H. Screen	<u>8.0%</u>	
<u>1/4"</u>	R.H. Screen		<u>12.0%</u>

TOTAL ESTIMATED REQUIREMENT (NET TONS): 32,250

ADDITIONAL QUANTITY RESERVED, if applicable (NET TONS): See Clause L21.02

NOTE: Offerors are solicited only for the unreserved quantity. As stated in Clause L21.02, if the reservation does not result in a contract with the Small Business Administration, this item will be negotiated with the applicable Administration, this item will be negotiated with the applicable bidders under this solicitation in accordance with the provisions of the clause. Monthly requirements for the reserved quantity will be approximately the same as the estimated monthly requirements below.

ESTIMATED MONTHLY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS):					1997	JAN	FEB	MAR	APR		
MAY	JUN	5,000	JUL	6,000	AUG	4,000	SEP	OCT	5,500	NOV	5,500
DEC	1998	JAN	6,250	FEB	MAR	APR	MAY				
JUN	JUL	AUG	SEP	OCT	NOV	DEC					

MAXIMUM QUANTITY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS): 32,250

CONTRACTOR SHALL NOT BE REQUIRED TO MAKE ANY DELIVERIES UNDER THIS ITEM AFTER: 30 April 1998

MAXIMUM ORDER THIS ITEM (NET TONS): 12,500 per month.

NOTE: See Clause I86.02 DELIVERY ORDER LIMITATIONS.

I211(F) ORDERING (APR 1984)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 April 1997 through 31 March 1998.
- (b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.
- (c) If mail, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the schedule. (FAR 52.216-18)

THE FOLLOWING SPACE IS RESERVED FOR DFSC USE.

HANDLING COSTS, if applicable (PER NET TON): Rail : \$ _____ Truck : \$ _____

* Offerors are urged to ascertain methods and locations of unloading by contacting the official at the using activity at (513) 257-4103. Deliver to Area B, Bldg 770, Green County, Ohio and KittyHawk Center, Bldg 1240, Fairburn, Ohio.

**The fouling factor (a measurement of alkali (basic) and acidic metal salts) and base/acid ratio must be tested in accordance with ASTM D3682 or

A commercial test report must accompany the best and final offer showing the proposed mine's ability to meet the above factor and ratio. If the p source is a blend of more than one mine, then retests may be required periodically through the life of the contract at the Government's request.

WRIGHT-PATTERSON AFB, OH

SECTION B
SCHEDULE (TRUCK)

SP0600-96-R-0148
LINE ITEM **0007**
(THIS IS ALTERNATE OF
LINE ITEM N/A)

THIS PORTION IS TO BE COMPLETED BY OFFEROR.
USE A SEPARATE SHEET FOR EACH MINE OFFERED.

OFFEROR'S NAME: _____.

OFFEROR OFFERS: _____ TONS AT \$ _____ PER NET TON TRUCK-DELIVERED AT
(total tons offered) DESTINATION

OTHER COSTS, if any: \$ _____ (IDENTIFY _____)

COAL SIZE _____.

OFFEROR GUARANTEES THE FOLLOWING ANALYSIS FOR THIS ITEM

Moisture as received	% Max	_____	RTU dry	Min	_____
Volatile Matter dry	% Max	Min	AST degree F	Min	_____
Ash dry	% Max	Min	Base/Acid Ratio	% Max	_____
Sulfur dry	% Max	Min	Fouling Factor	% Max	_____

<u>Screen Size</u>	<u>Max. % Retained On</u>	<u>Max. % Passing Through</u>
_____ R H Screen	_____	_____
_____ R H Screen	_____	_____

<u>NAME OF MINE/</u>	<u>STATE PERMIT NO.</u>	<u>TYPE</u>	<u>SEAM</u>	<u>TIPPLE/LOCATION</u>	<u>LABORATORY/LOCATION</u>	<u>SHIPPING POINT/RR</u>
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FOR DFSC USE ONLY
DOE DATA:

() TIPPLE

() SAMPLES _____

M: _____

V: _____

A: _____

S: _____

BTU: _____

AST: _____

FSI: _____

HG: _____

RAIL FREIGHT RATE PER NET TON AND TARIFF AUTHORITY:

THE FOLLOWING SPACE IS RESERVED FOR DFSC USE. OFFERORS: PLEASE DO NOT WRITE BELOW THIS LINE.

100%	1.00	FOB DEST.	\$.	() RESP
M%	- 0.	FP/OT FAC	+ \$.	()
NONRESP	_____			

DRY, BTU	() REJ _____
x _____	LB/SB _____ LSA GROUP _____

ARBTU	HAND/ADM	+ \$ _____.
(rounded) x <u>2,000</u>	TOTAL	\$ _____.
(A) _____	(rounded) x <u>100</u>	
	(B) _____	

(A) =
(B) =====
ARBTU PER 1¢ DEST.

Calculated By (Signature)

Verified By (Signature)

DFSC 6.37-T, Jun 87
(Supersedes Nov 83 Edition)

SECTION B
SCHEDULE OF SUPPLIES

SP0600-96-R-0148

(This is alternate of
Line Item No. N/A)
LINE ITEM NO. 0008

REQUISITION/DATE: SCO600-96-0008 dtd 22 Jul 96

INSTALLATION: Holston Army Ammunition Plant, Kingsport, TN

RAILHEAD AND SERVING

RAILROAD, if applicable: Holston AAP, TN/ CSX or Norfolk Southern Railcars

TRANSPORTATION EQUIPMENT FOR THIS ITEM: Hopper Bottom Railcars

OFFERED PRICES SHALL BE PER NET TON: FOB Railcars at mine or destination

COAL SIZE: 1 1/4" X 1/4", Freeze conditioned*

MINIMUM SPECIFICATIONS QUALITY REQUIRED:

Moisture, as received	% Max <u>4.0</u>	B.T.U., dry	Min <u>14,300</u>
Volatile Matter, dry	% Min <u>28.0</u>	A.S.T., degrees F	Min <u>2,400</u>
Ash, dry	% Max <u>7.0</u>	F.S.I.	
Sulfur, dry	% Max <u>1.0</u>	Hardgrove Grind.	

<u>Screen Size:</u>	<u>Max. % Retained On</u>	<u>Max. % Passing Through</u>
<u>1 1/4"</u> S.H. Screen	<u>5.0%</u>	
<u>1/4"</u> S.H. Screen		<u>10.0%</u>

TOTAL ESTIMATED REQUIREMENT (NET TONS): 37,450

ADDITIONAL QUANTITY RESERVED, if applicable (NET TONS): See Clause L21.02

NOTE: Offerors are solicited only for the unreserved quantity. As stated in Clause L21.02, if the reservation does not result in a contract with the Small Business Administration, this item will be negotiated with the applicable Administration, this item will be negotiated with the applicable bidders under this solicitation in accordance with the provisions of the clause. Monthly requirements for the reserved quantity will be approximately the same as the estimated monthly requirements below.

ESTIMATED MONTHLY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS):							
	<u>1997</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>3,100</u>	
<u>MAY</u>	<u>2,950</u>	<u>JUN</u>	<u>2,650</u>	<u>JUL</u>	<u>2,550</u>	<u>AUG</u>	<u>2,700</u>
		<u>SEP</u>	<u>2,700</u>	<u>OCT</u>	<u>2,850</u>	<u>NOV</u>	<u>3,100</u>
<u>DEC</u>	<u>3,300</u>	<u>1998</u>	<u>JAN</u>	<u>3,900</u>	<u>FEB</u>	<u>3,850</u>	<u>MAR</u>
			<u>APR</u>	<u>3,800</u>	<u>MAY</u>		
<u>JUN</u>		<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>

MAXIMUM QUANTITY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS): 37,450

CONTRACTOR SHALL NOT BE REQUIRED TO MAKE ANY DELIVERIES UNDER THIS ITEM AFTER: 30 April 1998

MAXIMUM ORDER THIS ITEM (NET TONS): 7,800 per month.

NOTE: See Clause I86.02 DELIVERY ORDER LIMITATIONS.

I211(F) ORDERING (APR 1984)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 April 1997 through 31 March 1998.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mail, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the schedule. (FAR 52.216-18)

THE FOLLOWING SPACE IS RESERVED FOR DFSC USE.

HANDLING COSTS, if applicable (PER NET TON): Rail : \$ _____ Truck: \$ _____

***Coal shall be freeze conditioned for deliveries Oct 97 through Mar 98 (est. 20,800 net tons).**

Deliveries are not to exceed 10 railcars per delivery day. Delivery Days are Monday, Wednesday and Friday.

HOLSTON AAP, TN

SECTION B
SCHEDULE (RAIL)
(F.O.B. RAILCARS AT MINE AND/OR DESTINATION)

SP0600-96-R-0148
LINE ITEM 0008
(THIS IS ALTERNATE OF
LINE ITEM N/A)

THIS PORTION IS TO BE COMPLETED BY OFFEROR.
USE A SEPARATE SHEET FOR EACH MINE OFFERED.

OFFEROR'S NAME: OFFEROR OFFERS: TONS,
(Total tons offered)

AT \$ NET TON FOB RAILCARS AT MINE.

AT \$ NET TON FOB RAILCARS AT DESTINATION.

OTHER COSTS, if any: \$ (IDENTIFY)

COAL SIZE

OFFEROR GUARANTEES THE FOLLOWING ANALYSIS FOR THIS ITEM

Moisture as received	% Max	RTU dry	Min
Volatiles Matter dry	% Min	AST degrees F	Min
Ash dry	% Max	FSI	
Sulfur dry	% Max	Hardgrove Grind	

Screen Size	Max. % Retained On	Max. % Passing Through
S H Screen		
S H Screen		

NAME OF MINE
STATE PERMIT NO. TYPE SEAM TIPPLE/LOCATIONLABORATORY/LOCATION SHIPPING POINT/RR

FOR DFSC USE ONLY
DOE DATA:

() TIPPLE

() SAMPLES

M:
V:
A:
S:
BTU:
AST:
FSI:
HG:

RAIL FREIGHT RATE PER NET TON AND TARIFF AUTHORITY:

THE FOLLOWING SPACE IS RESERVED FOR DFSC USE. OFFERORS: PLEASE DO NOT WRITE BELOW THIS LINE.

100% 1.00
M% - 0.
NONRESP
DRY, BTU
x
ARBTU
(rounded) x 2,000
(A)

(A) =
(B) =====
ARBTU PER 1¢ DEST.

FOB MINE \$.
FREIGHT + \$.
FOB RAIL DEST. \$.
FP/OT FAC + \$.
HAND/ADM + \$.
TOTAL \$.
(rounded) x 100
(B)

() RESP
()
() REJ
LB/SB LSA GROUP
FOR DFSC-OT DIVISION USE

Calculated By (Signature)

Verified By (Signature)

DFSC 6.37-R, Jun 87
(Supersedes Nov 83 Edition)

REGULATORY COMMERCIAL ITEM CLAUSES AND PROVISIONS:

K1.01-2 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (APR 1996)

(a) **DEFINITIONS.** As used in this provision--

(1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

(2) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

(3) **Small disadvantaged business concern** means a small business concern that--

(i) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals; and

(ii) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization and which meets the requirements of 13 CFR Part 124.

(4) **Women-owned small business concern** means a small business concern--

(i) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(5) **Women-owned business concern** means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) **TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6050M).**

(i) **TAXPAYER IDENTIFICATION NUMBER (TIN).**

- [] TIN: _____
[] TIN has been applied for.
[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

- [] Offeror is an agency or instrumentality of a foreign government;
[] Offeror is an agency or instrumentality of a Federal, state, or local government;
[] Other. State basis. _____

(ii) **CORPORATE STATUS.**

[] Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

- [] Other corporate entity;
[] Not a corporate entity;
[] Sole proprietorship
[] Partnership
[] Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under

26 CFR 501(a).

(iii) **COMMON PARENT.**

- [] Offeror is not owned or controlled by a common parent.
[] Name and TIN of common parent:
Name _____
TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) **SMALL BUSINESS CONCERN**The offeror represents and certifies as part of its offer that it--

☐ is
☐ is not

a small business concern.

(2) **SMALL DISADVANTAGED BUSINESS CONCERN**The offeror represents and certifies that it--

☐ is
☐ is not

a small disadvantaged business concern.

(3) **WOMEN-OWNED SMALL BUSINESS CONCERN**The offeror represents that it--

☐ is
☐ is not

a women-owned small business concern.

NOTE: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) **WOMEN-OWNED BUSINESS CONCERN**The offeror represents that it -

☐ is
☐ is not

a woman owned business concern.

(5) **TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERN**3.this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

(6) **SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM.** (Complete only if the offeror has certified itself to be a small business concern under the size standards for this solicitation.)

(i) **(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs))**The offeror represents as part of its offer that it--

☐ is
☐ is not

an emerging small business.

(ii) **(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs))**The offeror represents and certifies as follows:

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

<u>NUMBER of EMPLOYEES</u>	<u>AVERAGE ANNUAL GROSS REVENUES</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(d) **CERTIFICATIONS AND REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.**

(1) **CERTIFICATIONS OF NONSEGREGATED FACILITIES** ~~Applies only if the contract amount is expected to exceed \$10,000.~~ By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to perform their services at any location where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the EQUAL OPPORTUNITY clause in the contract.

(2) **PREVIOUS CONTRACTS AND COMPLIANCE** The offeror represents that--

(i) It--

- ☐ has
☐ has not

participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It--

- ☐ has
☐ has not

filed all required compliance reports.

(3) **AFFIRMATIVE ACTION COMPLIANCE** The offeror represents that--

(i) It--

- ☐ has developed and has on file
☐ has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It--

☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) **CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).** **(Applies only if the contract is expected to exceed \$100,000)** By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE.
(Applies only if DFARS clause 252.225-7007, TRADE AGREEMENTS ACT, is included in this solicitation.)

(1) The offeror certifies that--

- (i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and
 - (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
- (2) The offeror must identify and certify all end products that are not domestic end products.
- (i) The offeror certifies that the following supplies qualify as "U.S.-made end products" but do not meet the definition of "domestic end product":

(Insert line item no.)

(ii) The offeror certifies that the following supplies are qualifying country end products:

(Insert line item no.)

(Insert country of origin)

(iii) The offeror certifies that the following supplies are qualify as designated country end products:

(Insert line item no.)

(Insert country of origin)

(iv) The offeror certifies that the following supplies qualify as Caribbean Basin country end products:

(Insert line item no.)

(Insert country of origin)

(v) The offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item no.)

(Insert country of origin)

(vi) The offeror certifies that the following supplies are other nondesignated country end products:

(Insert line item no.)

(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products.

(g) BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE. **(Applies only if DFARS clause 252.225-7036, NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT, clause is included in this solicitation.)**

(1) The offeror certifies that--

- (i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products," but do not meet the definition of "domestic end products":

(Insert line item number)

(ii) The offeror certifies that the following supplies are qualifying country (except Canada) end products:

(Insert line item number)

(Insert country of origin)

(iii) The offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item number)

(Insert country of origin)

(iv) The offeror certifies that the following supplies are other non-NAFTA country end products:

(Insert line item number)

(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.made end products, qualifying country end products, or NAFTA country end products over other end products.

(h) **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).**

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals

[] are
[] are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) [] Have or
[] Have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract ; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

[] are or
[] are not

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) **PROCUREMENT INTEGRITY CERTIFICATION (41 U.S.C. 423)** Applies only if the contract is expected to exceed \$100,000.)

I, the undersigned, am the officer or employee responsible for the preparation of this offer. I certify, to the best of my knowledge and belief, that either--

- ☐ I have no information, or
☐ I have disclosed information to the Contracting Officer

concerning a violation or possible violation of subsection (a), (b), (d), or (f) of 41 U.S.C. 423, Procurement Integrity, or its implementing regulations that may have occurred during the conduct of this procurement.

Signature of the officer or employee responsible for the offer and date.

(FAR 52.212-3)

K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (OCT 1995)

(a) **DEFINITIONS.** As used in this clause--

(1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) **CERTIFICATION.** By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(c) **REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA.** This representation does not apply to solicitations for the direct purchase of ocean transportation services.)

(1) The offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term **supplies** is defined in the TRANSPORTATION OF SUPPLIES BY SEA clause of this solicitation.

(2) **REPRESENTATION.** The offeror represents that it--

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the TRANSPORTATION OF SUPPLIES BY SEA clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA.

(DFARS 252.212-7000)

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K33 AUTHORIZED NEGOTIATORS (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations:
(FAR 52.215-11)

K38 AUTHORIZATION AND MINE DESCRIPTION FORM (DFSC FEB 1985)

(a) For each mine from which the offeror proposes to supply coal under this solicitation, the offeror is required to submit WITH THE OFFER one properly-executed DFSC Form 4.23, AUTHORIZATION AND MINE DESCRIPTION (MAY 84), except as provided in paragraph (b) below. The Mine Form is attached to this solicitation. It shall be completed and signed by an authorized official of the Operating Company. The "authorized official of the Operating Company" means that individual who is authorized to commit the coal for sale on behalf of the Operating Company and/or the Mine Owner. The Government reserves the right to reject any offer if the applicable Mine Form has not been received with the offer. Further, the Government reserves the right to verify the statements made in the Mine Form prior to award and, in the case of erroneous statements, an offer based on that Mine Form may be rejected. In the event that the Contractor requests that additional mine(s) be added after contract award, one properly-executed Mine Form for each mine shall be furnished by the Contractor at the time of this request.

(b) In the event that the proposed mine is owned by the offeror or by a subsidiary, division, or affiliate of the offeror, DFSC Form 4.23, AUTHORIZATION AND MINE DESCRIPTION (MAY 84), will not be required for that mine. However, in such case, the offeror shall state below the mine(s) exempted by this paragraph (b):

(c) Offerors who offer coal from tipples or preparation plants must clearly identify the mine source(s) and must provide a properly executed AUTHORIZATION AND MINE DESCRIPTION form signed by an authorized official of the Operating Company and/or the Mine Owner providing the coal.

(DFSC 52.208-9F01)

K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 1994)

(a) **DEFINITIONS.** As used in this provision--

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **Significant interest** as used in this provision means--

- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
- (ii) Holding a management position in the firm, such as director or officer;
- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS/OFFERORS OR QUOTERS

L21.02 PROCEDURES FOR AWARDED FAILED 8(a) RESERVATIONS FOR COAL PROCUREMENTS (DFSC OCT 1993)

(a) The following requirements have been reserved for negotiation under the provisions of section 8(a) of the Small Business Act (Public Law 85-536). This quantity represents fifty percent of the requirements for the installation(s) listed.

<u>ITEM</u>	<u>INSTALLATION</u>	<u>QUANTITY</u>
0003	MCB Camp LeJeune, NC	19,000 Tons
0004	MCAS Cherry Point, NC	11,500 Tons
0006	Lima ATP, Lima, OH	5,000 Tons
0007	Wright-Patterson AFB, OH	32,250 Tons
0008	Holston AAP, Kingsport, TN	37,450 Tons

(b) If this reservation does not result in a contract with the Small Business Administration, these items will be negotiated with the applicable bidders under this solicitation in accordance with the following procedures:

(1) **DETERMINING ELIGIBILITY.**

- (i) To be eligible to participate in the failed 8(a) reserved portion of this procurement, a concern must have submitted a responsive offer on the unrestricted items.
- (ii) The Government reserves the right not to award to any concern who submitted a token offer or attempted by any other device to secure an unfair advantage over other offerors.

(2) **DETERMINING PRIORITY FOR AWARD.**

Labor surplus concerns and other business concerns eligible under (1) above will participate in the following order of priority:

- Group 1. Labor Surplus Area (LSA) concerns which are also small business concerns.
- Group 2. Other LSA concerns.
- Group 3. Small business concerns which are not LSA concerns.
- Group 4. Other business concerns which are not LSA concerns.

Within each of the above groups, offers will be requested from concerns in the order of their offers, beginning with the lowest responsive offer. Concerns may offer less than the failed portion(s).

(3) DETERMINING THE AWARD PRICE.

(i) GENERAL RULE.

Subject to the exceptions listed in (ii) and (iii) below, awards of the failed portions shall be made at the highest unit price for each item awarded under the Schedule, adjusted to reflect transportation, rent-free use of Government property, and other cost factors considered in evaluating bids on the Schedule portion. The award price shall be subject to the same discount terms used in the evaluation of the highest award price for a Schedule item.

(ii) AWARD PRICE INVOLVING FOREIGN END PRODUCTS.

(A) When the highest award price on the Schedule item is established by an award for a foreign end product, the award price for the failed portion shall be the award price on the Schedule item as adjusted in evaluating the offer submitting the foreign end product for award under applicable Buy American procedures, except for awards on the failed portion to concerns offering foreign end products, in which case the general rule applies.

(B) Award to a concern offering a foreign end product when the highest award price on the Schedule portion is established by a domestic source end product shall be at a price which, after application of the evaluation factors used under Buy American procedures for determining eligibility of a foreign end product for award, is equal to the highest award price on the Schedule portion, adjusted to reflect transportation and other factors considered in evaluating the offers.

(iii) OBTAINING OFFERS AND PROCESSING AWARDS.

(A) When an unaccepted low offer is not involved -- If there is no unaccepted low offer meeting the criteria in (B) below, eligible concerns in the order of priority in (2) above will be requested to offer on the failed quantity at the highest unit price awarded on the Schedule portion. Concerns may offer less than the total failed portion, provided that if any part of the failed portion is not taken by eligible concerns in the first 3 groups, awards will be made in Group 4 beginning with the lowest offeror on the Schedule portion at prices no higher than the lowest price awarded on the Schedule portion.

(B) When an accepted low offer is involved -- If (a) a responsive offer is submitted on the Schedule portion at a unit price which, when adjusted, is lower than the adjusted highest unit price awarded on the Schedule portion, but cannot be accepted (e.g., because of "all-or-none" or other quantity limitations, or because the bidder is nonresponsive), and (b) at the time of negotiation for the failed portion, the offer could be accepted (e.g., because the failed quantity is large enough that the quantity limitations could be complied with, or because the bidder has now become responsible), then the following procedures shall be followed:

Step One. Eligible concerns (in the order of priority in (2) above, excluding Group 4 firms) will be requested to offer, at the adjusted unit price of the unaccepted bid, a quantity of the failed portion equal to the quantity of the unaccepted offer.

Step Two. If no eligible concern will offer to take the entire quantity of the unaccepted offer, then all eligible concerns (in the order of priority in (2) above, excluding Group 4 firms) shall be requested to offer on any lesser portion at the same price, until either the entire quantity is awarded or all eligible concerns refuse any further portions of such quantity.

Step Three. Steps Four, Five, and Six are applicable to the remaining failed portion regardless of whether any quantity under Step Two is not awarded after all eligible concerns have been afforded an opportunity to offer on the unaccepted quantity. However, the concern which submitted the unaccepted offer shall be eliminated from consideration under Step Four and Step Five, for award at higher prices, unless that concern first accepts a quantity of the failed portion equal to the entire quantity of its unaccepted offer, at the adjusted price of its offer.

Step Four. In case there is more than one unaccepted offer which meets the conditions of (a) and (b) above, Steps One, Two, and Three above shall be applied with respect to the quantities of each such offer in turn, from lowest price to highest.

Step Five. Eligible concerns in the order of priority in (2) above will be requested to offer at the highest unit price awarded on the Schedule portion on any quantity of the failed portion remaining after Steps One, Two, and Four have been completed, provided that if any of the failed portion is not taken by eligible concerns in the first 3 groups, awards will be made in Group 4 beginning with the lowest offeror on the Schedule portion at prices no higher than the lowest price awarded on the Schedule portion.

Step Six. If the entire failed portion is not taken by eligible concerns pursuant to Steps One through Five above, the failed portion is automatically dissolved and such unawarded portion may be procured by advertising or negotiation, as appropriate, in accordance with existing regulations.

(4) DEFINITIONS.

(i) Labor Surplus Area. The term "labor surplus area" means a geographic area which at the time of award is classified as such by the Secretary of Labor in the Department of Labor "Listing of Eligible Labor Surplus Areas Under Defense Manpower Policy 4A and Executive Order 10582."

(ii) Labor Surplus Area Concerns. The term "labor surplus area concern" means a concern that agrees to perform or cause to be performed a substantial proportion of a contract in labor surplus areas. A concern shall be deemed to perform a substantial proportion of a contract in labor surplus areas if the aggregate costs that will be incurred by the concern of its first tier subcontractors on account of manufacturing or production performed in labor surplus areas amount to more than 50 percent of the contract price.

(iii) A "small business concern" means a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is bidding on Government contracts, and can further qualify under the criteria set forth in regulations of the Small Business Administration (CFR Title 13, Section 121.3-8). In addition to meeting these criteria, a manufacturer or a regular dealer submitting offers in its own name must agree to furnish in the performance of the contract end items manufactured or produced by small business concerns; provided, that this additional requirement does not apply in connection with construction or service contracts.

(5) **AGREEMENT.** The offeror agrees that if awarded a contract as a LSA concern under the failed portion of this procurement, it will perform, or cause to be performed, a substantial proportion of the contract in areas classified at the time of award or at the time of performance of the contract as a LSA.

(6) IDENTIFICATION OF AREAS OF PERFORMANCE.

Each offeror desiring to be considered for award as a LSA concern on the failed 8(a) portion of this procurement shall identify below the geographical areas in which it proposes to perform, or cause to be performed, a substantial proportion of the contract. Such offerors are instructed to insert the address(es) when costs incurred on account of manufacturing or production (by the offeror or first tier subcontractor) will amount to more than 50 percent of the contract price.

Name of Company:

Street Address:

City/County:

State:

(If more than one location is to be used, list each location and the costs to be incurred at each, stated as a percentage of the contract price.)

CAUTION: Failure to list the location of manufacture or production and the percentage of cost to be incurred at each location will preclude consideration of the offeror as a LSA concern.

If the Department of Labor classification of any such area changes after the offeror has submitted its offer, the offeror may change the areas in which it proposes to perform, provided that it so notifies the Contracting Officer before award of the failed 8(a) portion.

(7) **REQUIREMENTS CONTRACT** In the event multiple awards to two or more suppliers are made for any one item, for the purpose of equitably distributing orders between Contractors for the Schedule and failed 8(a) portion, "the Government will endeavor to apportion the quantities to be ordered, as equally as possible."

NOTE: When responsive offers are received offering an eligible product listed in DFARS 225.403-70, priority for award shall exclude from paragraph 2 above, Group 2; and Group 4 shall be titled "Other Business Concerns."

(DFSC 52.215-9F21)

DELIVERIES OR PERFORMANCE

**F3 TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (PC&S/COAL)
(DFSC JUN 1990)**

(a) Upon arrival of Contractor's transport truck or truck and trailer, the receiving activity shall promptly designate the delivery point into which the load is to be discharged. Contractor shall be paid for detention beyond free time for delays caused by the Government. A minimum of one hour free time is required.

(1) Free time for unloading a transport truck or truck and trailer in excess of one hour: _____.

(2) Rate for detention beyond free time: _____.

The above will not be considered in the evaluation of offers for award.

(b) Notwithstanding the above, the Government is entitled to at least as much free time as is allowed by the common carrier or that the Contractor normally allows its regular commercial customers, whichever is greater. In addition, the Government will not pay more in detention rates than the actual rate charged by the common carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower.

UNLESS OFFEROR INDICATES OTHERWISE, FREE TIME WILL BE CONSIDERED UNLIMITED.

(c) **DETENTION COSTS.** Detention costs do not apply to tank wagon deliveries. Detention costs will be the sole responsibility of the activity incurring them. Any invoices for detention costs will be forwarded directly to the activity receiving the product.

(DFSC 52.212-9F19)

F73.02 DUST SUPPRESSION/FREEZE CONDITIONING OF COAL (DFSC OCT 1994)

(a) DUST SUPPRESSION refers to the preparation of coal using a process or medium to achieve effective dust control. FREEZE CONDITIONING is a process to reduce coal from freezing together or to a conveyance, which would restrict the product flow.

(b) When called for under the Schedule, coal will be treated for dust suppression and/or freeze conditioning using a nonpetroleum-based medium process that permits a total uniform application. The medium used will be one that is available commercially and normally used for such purposes, subject to review by DFSC. Application of the medium will be per manufacturer's direction, subject to modification by DFSC, and will be accomplished immediately prior to loading into a conveyance or stockpiling. However, when multiple transfers or transportation modes occur during shipment, treatment will take place immediately prior to stockpiling or loading at the specified shipping point.

(c) When both dust suppression and freeze conditioning are called for in the Schedule, the process used must satisfy both requirements, subject to review by DFSC.

(d) The Contractor certifies that the treatment medium and/or process is in compliance with all Federal, State, and local EPA requirements, both at the treatment location and at the using activity.

(e) The offeror shall submit the following information with the offer:

(1) The name and address of the manufacturer of the treatment medium:

(2) The product brand name:

(3) Chemical nomenclature (in addition, provide product's technical data package, if applicable):

(4) Product's Material Safety Data Sheet.

Failure to submit this information with the offer may render it nonresponsive.

(f) The Contractor shall notify the Contracting Officer if the manufacturer of the treatment medium and/or process is changed.

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 17a (Standard Form (SF) 1449). In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 17a of the SF 1449, the offeror shall enter it below:

(DO NOT EXCEED 153 CHARACTERS)

AUTHORIZATION AND MINE DESCRIPTION FOR SOLICITATION NUMBER SP060096-R-0148

(Submit one completed form for EACH mine with bid/offer)

1. THIS WILL AUTHORIZE THE FOLLOWING COMPANY TO SELL COAL FROM THE MINE DESCRIBED BELOW TO THE DEFENSE FUEL SUPPLY CENTER UNDER THE ABOVE SOLICITATION NUMBER.

2. I HEREBY AGREE TO FURNISH _____
(INSERT NO. OF TONS AND SIZE), MEETING OR EXCEEDING THE MINIMUM
SPECIFICATIONS FOR ITEM(S) _____ TO:

COMPANY NAME AND ADDRESS: _____
(Insert name of company, Agent, Broker, or Individual authorized to sell your coal to DFSC)

3. MINE NAME _____ STATE PERMIT NUMBER _____
(Insert current and previous names, if known) (May be continued in Para. 6., Remarks)

LOCATION _____ COUNTY _____ STATE _____
SEAM NAME _____ SEAM NUMBER _____ TYPE _____
Deep, Slope, Strip,
Shaft, Auger)

4. TIPPLE NAME _____ STATE PERMIT NUMBER _____
(Insert current and previous names, if known)

LOCATION _____ COUNTY _____ STATE _____

5. SHIPPING POINT _____ CAR SIDING CAPACITY _____

LOCATION _____ RAILROAD(S) _____

6. REMARKS: _____

7. OPERATING COMPANY: _____
(Insert name of the company which is operating the MINE described above)

ADDRESS: _____

8. _____
NAME AND TITLE OF AUTHORIZED OFFICIAL OF OPERATING COMPANY (Type or Print)

SIGNATURE OF AUTHORIZED OFFICIAL OF OPERATING COMPANY
TELEPHONE NUMBER _____ DATE _____

CONTRACTOR PERFORMANCE DATA SHEET

PLEASE COMPLETE THE INFORMATION CONTAINED ON THIS DATA SHEET FOR ALL CONTRACTS AND/OR SUBCONTRACTS PERFORMED DURING THE LAST 2 (FILL-IN) YEARS FOR THE SAME OR SIMILAR WORK REQUIRED BY THE SOLICITATION (IN TERMS OF SCOPE, COMPLEXITY, TYPE OF PRODUCTS, QUANTITIES, DELIVERY MODES, PERFORMANCE PERIODS, DELIVERY SCHEDULES, QUALITY REQUIREMENTS, ETC). THE CONTRACTS SUBMITTED SHOULD HAVE A MINIMUM OF ONE YEAR PERFORMANCE HISTORY. THESE CONTRACTS MAY INCLUDE EFFORTS UNDERTAKEN ON BEHALD OF FEDERAL AGENCIES, INCLUDING THOSE PERFORMED FOR NON-DOD ACTIVITIES, QUASI-GOVERNMENT ORGANIZATIONS, STATE OR LOCAL GOVERNMENTS, AND/OR PRIVATE INDUSTRY.

THE INFORMATION PROVIDED IN THIS DATA SHEET WILL BE USED TO EVALUATE THE OFFEROR'S PAST PERFORMANCE IN MEETING QUALITY AND DELIVERY OBJECTIVES. THE RESULTS WILL BE USED IN THE OVERALL COMPARATIVE EVALUATION OF THE OFFEROR(S) IN ACCORDANCE WITH SECTION M OF THE REQUEST FOR PROPOSALS (RFP).

GENERAL INFORMATION

Contractor Name and Address: 	Contractor Point of Contact <div style="display: flex; justify-content: space-between; margin-top: 20px;"> Phone: Fax: </div>
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CONTRACT INFORMATION

Contract Number:				Contract Type:						
Period of Performance:				Contract Dollar Value:						
Place of Performance:				# of Line Items Serviced:						
Contract Customer	<input type="checkbox"/>	DoD	<input type="checkbox"/>	Non-DoD	<input type="checkbox"/>	Quasi-Gov't	<input type="checkbox"/>	State or Local	<input type="checkbox"/>	Private Industry
Customer Name and Address:										
Customer Points of Contact (Name, Title, Phone, and Fax):										
1. <div style="display: flex; justify-content: space-between; margin-top: 20px;"> Phone: Fax: </div>					2. <div style="display: flex; justify-content: space-between; margin-top: 20px;"> Phone: Fax: </div>					
Brief Description of work/supplies furnished:										